



STATE OF MONTANA
DEPARTMENT OF ADMINISTRATION
ARCHITECTURE AND ENGINEERING DIVISION

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**Standard Form of Contract Between
Owner and Contractor For Construction**

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This **Contract** made as of 1 April, 2222 between <Insert the Contractor Name and Address> hereinafter called the **Contractor**, and the **State Of Montana**, acting by and through it's **Director, Department Of Administration**, hereinafter called the **Owner**. Witnesseth, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall perform al the work as shown in the Contract Documents entitled <Name and Location of Project> as prepared by <Name and Address of Architect/Engineer> acting as the Architect/Engineer.

ARTICLE 2. TIME OF COMPLETION

The Work to be performed under this contract shall commence on the date set forth by the Owner in a written "Notice to Proceed" and shall be completed within <Typed number of days (###)> **Consecutive Calendar Days**. If the Work is not completed within the time specified, the Owner may assess liquidated damages in the amount of <Amount and 00/100 DOLLARS (\$000.00)> per Calendar Day.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and/or deductions by Change Order or liquidated damages as provided in the Contract Documents, the Contract Sum of:.

Base Bid:	<Amount and 00/100 DOLLARS (\$000.00)>
Alternate No. :	<Amount and 00/100 DOLLARS (\$000.00)>
Alternate No. :	<Amount and 00/100 DOLLARS (\$000.00)>
Alternate No. :	<Amount and 00/100 DOLLARS (\$000.00)>
Total Bid:	<Amount and 00/100 DOLLARS (\$000.00)>

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as follows: Ninety-five percent (95%) of the portion of the Contract Sum for labor, materials and equipment incorporated in the Work and of materials suitably stored at the project site or at some other location agreed upon in writing. The Owner shall make payment within thirty (30) calendar days after receipt of **Form 101, Periodic Estimate for Partial Payment** request, subject to review and approval. The Contractor shall, within seven (7) days following receipt of payment from the Owner, make payment to the Subcontractor(s), less any retainage as provided between the Contractor and Subcontractor(s).

ARTICLE 5. FINAL PAYMENT

Final payment constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when: 1) the **Work** has been completed; 2) the **Contract** fully performed; 3) a final **Certificate for Payment** has been issued by the Architect; 4) an **Affidavit on Behalf of the Contractor** form is submitted; and 5) **Consent of Surety Company** to Final Payment form is submitted.

ARTICLE 6. THE CONTRACT DOCUMENTS

The **Bid Documents**, together with this **Contract**, form the entire **Contract**, and they are totally a part of the **Contract** as if hereto attached or herein repeated. The following is an enumeration of the **Bid Documents**:

The Invitation for Bids, Instructions to Bidders, General Conditions, Supplementary General Conditions, Wage Rates, Specifications, Drawings, Bid, and Addenda (if any).

ARTICLE 7. PREVAILING RATE OF WAGES AND PREFERENCE OF MONTANA LABOR

The **Contractor** and **Subcontractors** shall pay the standard prevailing rate of wages on contracts greater than \$25,000, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the **Work** is being performed. These prevailing wage rates will be determined by the Commissioner of Labor and Industry, State of Montana in accordance with 18-2-401 and 18-2-402, Montana Code Annotated, and will be attached to the **Specifications** and are incorporated herein. The **Contractor** shall give preference to the employment of bona-fide Montana residents in the performance of the **Work** as required by 18-2-403 Montana Code Annotated regardless of the **Contract** value.

ARTICLE 8. VENUE

In the event of litigation or arbitration concerning the **Contract**, venue shall be the First Judicial District in and for the County of Lewis and Clark, Montana, and the **Contract** shall be interpreted according to the laws of Montana.

This **Contract** entered into as of the day and year first written above:

CONTRACTOR:

(Company)

(Signature)

(Title)

Taxpayer's I. D. No.: _____

Contractor's Registration Certificate No.: _____

Date: _____

Is this firm incorporated? ☐ No ☐ Yes

OWNER: STATE OF MONTANA
DEPARTMENT OF ADMINISTRATION

For The Director

Date: _____